

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
VERMONT MUTUAL INSURANCE COMPANY,

CASE NO. 07 CIV 7962 (SCR)

Plaintiff,

ECF CASE

-against-

SAAED MOSLEM and COUNTRY WIDE
HOME LOANS,

**INITIAL DISCLOSURES
PURSUANT TO
RULE 26(a)(1)**

Defendants.
-----X
-----X

SAAED MOSLEM,

Third Party Plaintiff,

-against-

**INITIAL DISCLOSURES
PURSUANT TO
RULE 26(a)(1)**

PARIETTI & McGUIRE INSURANCE AGENCY,
and "DOUG" PARIETTI a/k/a DOUGLAS PARIETTI,
individually and in his capacity as an Officer, Agent
or Manager of Parietti & McGuire Insurance
Agency,

Third Party Defendants.
-----X

Defendant/Third Party Plaintiff, SAAED MOSLEM, INC., (hereinafter "Defendants")
by and through his attorneys, De Podwin & Murphy, Esqs., as and for his Initial Disclosures
pursuant to Rule 26(a)(1) of the Federal Rules of the Civil Procedures states as follows:

INDIVIDUALS LIKELY TO HAVE DISCOVERABLE INFORMATION

Subject always to paragraphs # 6 & 7 below, Defendant incorporates by reference
the list of individuals likely to have discoverable information set forth in item "1" of plaintiff's
Rule 26(a) Disclosures. Additionally defendant hereby provides the following
individuals/entities:

1. Defendant Saaed Moslem, 132 Smith Clove Road, Central Valley,
New York 10917 [Tel: c/o DePodwin & Murphy, Esqs. (845) 371 2300]. Defendant
has information re: communications between defendant, third party defendant
(individually) and as agent for plaintiff relating to the factual allegations in the
pleadings and co-defendant "Countrywide"; information and documents requested

of and provided by defendant; statements made to him by agents/employees of adverse parties; personal knowledge of portions of the matters referenced in the pleadings as the application process for the policy issued by plaintiff and the form thereof as transmitted by plaintiff to defendant through its agent(s) the third party defendants; the amounts of and method by which insurance premiums were paid to and plaintiff's subsequent attempt to "void" the policy by its issuance of a, partial, (purportedly) "pro rated" unearned premium check and defendant's performance of all obligations due to plaintiff; the acquisition and condition of the premises at the date of the same and improvements made thereto by and damages incurred by defendant due to plaintiff's wrongful denial of coverage.

2. Sean N. Murphy, 27 Pearce Drive, Highland Mill, New York 10930; [Tel: (845) 721 1839] Upon information and belief, has knowledge of the condition of the premises when purchased by and improvements made thereto by defendant; the goods, work labor and services required to perform the latter; the defendant's use of the premises as his (then) residence; the condition of the premises at or about the date when the residence thereon was destroyed by a fire of unknown origin and other matters set forth in defendant's Answer/Third Party Complaint plus facts that refute the claims of plaintiff and/or the third party plaintiff.

3. Kaila Crisafi, 83 Little Collarbar Road, Montgomery, NY 12549. Salesperson/employee of Lowes with, upon information and belief, knowledge of goods and material purchased by or on behalf of defendant for the improvements to the premises.

4. Kimberley Gizzi, 57 Quaker Avenue, Highland Mills, NY 10930. Upon information and belief, this person has knowledge of the defendant's use of the premises as his residence.

5. Shawn Sullivan, 24 Laural Lane, Highland Mills, NY 10930. Upon information and belief, this person was present when the defendant physically obtained the insurance policy from the third party defendant.

6. Defendant reserves the right to call as an adverse/hostile witness:

1. the plaintiff's employees/agents;
2. the third party defendant's employees/agents, including but not limited to Douglas Parietti.

7. Defendant cannot presently confirm that each and every person/witness named herein and/or identified or referenced in the attached Response to Plaintiff's First Demand for Production of Documents will all testify at the trial of this action.

DOCUMENTS THAT MAY BE USED TO SUPPORT DEFENDANTS' DEFENSES

1. Defendant incorporates by reference and adopts the items set forth in item "2" of plaintiff's Rule 26b Disclosures but does not concede the admissibility nor relevance of the documents proffered by plaintiff

2. Defendant incorporates by reference the following documents:

a. The documents provided in defendant's Response to Plaintiff's First Demand for Production of Documents and documents that are obtained through discovery proceedings and determined by counsel to be material and relevant for the defense of this action, the prosecution of defendant's counterclaims and third party complaint.

COMPUTATION OF DAMAGES CLAIMED

3.1 Prepaid Real Property Taxes: Oct. 7, 2006 to Dec. 31, 2006: \$364.65

¹ Jan. 1, 2007 to Dec. 31, 2007: \$2,164.65

Jan. 1, 2008 to Dec. 31, 2008: \$1,737.08

Est. for State/County/Town: \$4,266.38

Est. for School Taxes:

Oct. 7, 2006 to Aug. 31, 2007: \$2,427.53

Sep. 1, 2007 to Aug. 31, 2008: \$3,446.18

Est. Mortgage payments

Oct. 7, 2006 to Dec. 31, 2006: \$ 5,289.55

Jan. 1 2007 to Dec 31, 2007: \$22,715.

Jan.1, 2008 to May1, 2008: \$ 9,465.

Purchase price: \$ 230,000.

Est. Gross Cost Improvements \$ 60,000.

Lost rental income: Aug. 2006 to Jan.5, 2007: \$ 9,037.65

Demolition Costs: Est. \$ 40,000.

¹

Defendant's real property taxes were paid through the mortgagee's escrow account.

Premium Cost: \$ 827.

Legal fees to Defendant's prior counsel due to
plaintiff's wrongful denial of coverage: Est. \$ 6,000.

Est. Damages: \$ 397,740.67

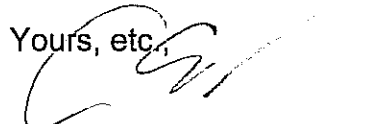
INSURANCE AGREEMENTS

4.1 Plaintiff's policy issued to defendant and/or third party defendants'
Errors and Omissions Policy (if any). Unknown to Defendant.

**Defendant reserves the right to supplement these Initial Disclosures as
necessary throughout the course of this litigation.**

Dated: Nanuet, New York
May 7, 2008

Yours, etc.,



ANDREW H. De PODWIN, ESQ. (AD 3768)
De PODWIN & MURPHY, ESQS.
Attorneys for Defendant/Third Party
Plaintiff, SAAED MOSLEM
500 Airport Executive Park - Suite 502
Nanuet, New York 10954-5238
(845) 371-2300